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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SERHAN KORKMAZ, individually,
Plaintiffs,
vs.

Case No.

DEWALT INDUSTRIAL TOOL, COMPANY INC., a Foreign Corporation; BLACK & DECKER INC., a Foreign Corporation; HOME DEPOT U.S.A., Inc., a Foreign Profit Corporation; ROE GRINDER MANUFACTURER; ROE GRINDER INSPECTOR; ROE GRINDER CONTRACTOR; ROE GRINDER DISTRIBUTOR; ROE BATTERY MANUFACTURER; R.O.E BATTERY INSPECTOR; ROE BATTERY CONTRACTOR; ROE BATTERY DISTRIBUTOR; DOE INDIVIDUALS 1-20; and ROE BUSINESS ENTITIES 1-20, inclusive,
Defendants.

BLACK & DECKER INC., and BLACK & DECKER (U.S.) INC. dba DeWALT INDUSTRIAL TOOL CO. and HOME DEPOT U.S.A., INC.'s PETITION FOR REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA:

Petitioners, BLACK & DECKER INC. and BLACK & DECKER (U.S.) INC. dba DeWALT INDUSTRIAL TOOL CO. ("BDUS"), respectfully show the Court:

PETITION FOR REMOVAL

1. “Black & Decker Inc.” and “DeWalt Industrial Tool Company Inc.” are named as defendants in an action filed in the 8th Judicial District Court, Clark County, Nevada, on March 14, 2022, entitled *Serhan Korkmaz v. DeWalt Industrial Tool Company, Inc., et al.* (Case #A-22-849656-C), referenced below as the “state court action.” A copy of the described “Complaint and Demand for Jury Trial” is attached as EXHIBIT A.

2. Black & Decker Inc.¹ is incorporated in the state of Delaware; has its principal place of business is Hartford County, Connecticut; and pursuant to 28 UCS §1332(c)(1) is a citizen of the states of Delaware and Connecticut.

3. “DeWalt Industrial Tool Co.”² is not a legal corporation; rather, it is a registered trade name of Black & Decker (U.S.) Inc. (BDUS). BDUS is incorporated in the state of Maryland; has its principal place of business in Baltimore County, Maryland; and pursuant to 28 UCS §1332(c)(1) is a citizen of the state of Maryland.

4. Home Depot U.S.A., Inc., is also named as a defendant in the state court action. Home Depot U.S.A., Inc., is incorporated in the state of Delaware; has its principal place of business in Fulton County, Georgia; and pursuant to 28 UCS §1332(c)(1) is a citizen of the states of Delaware and Georgia.

5. Plaintiff, Serhan Korkmaz, is citizen of the state of Nevada.

6. Black & Decker Inc. was served with the Korkmaz summons and complaint in the state court action on March 28, 2022. Such service was effected through its Nevada resident, CSC, as evidenced by copies of the summons and “Notice of Process,” which are jointly attached as EXHIBIT B.

7. Home Depot U.S.A., Inc. was served with the summons and complaint in the state court action on March 28, 2022. Such service was effected through its Nevada resident, CSC, as evidenced by copies of the summons and “Notice of Process,” which are attached jointly as EXHIBIT C.

¹ “Black & Decker, Inc.” is a “holding company” which does not manufacture, design, distribute or sell DeWalt brand power tools, and is therefore an improperly named party.

² “DeWalt Industrial Tool Co.” is not a legal corporate entity, and is a registered trade name of BDUS.

8. Plaintiff, Serhan Korkmaz's complaint alleges a product-related bodily injury occurring in Clark County, Nevada, and seeks, among other general and special damages, the recovery of past and future medical expenses for treatment of injuries alleged in the described complaint. See EXHIBIT A ¶¶ 41, 54, 73, 91, 98, 107, 116, 125, 134, and Prayer for Relief ¶¶ 3 and 4. Attached as EXHIBIT D are verified records from University Medical Center, Las Vegas, Nevada reflecting incurred medical expenses in the amount of \$444,357.45 for treatment of alleged injuries to the left bicep tendon and a lacerated brachial artery claimed to have resulted from the incident set forth in the Korkmaz complaint.

9. This is a "civil action" that could have originally been brought in federal court and Petitioners, Black & Decker Inc. and Black & Decker (U.S.) Inc., pursuant to 28 USC §1441(a), submit their Petition for Removal to remove this action from the 8th Judicial District Court, Clark County, Nevada to the United States District Court for the District of Nevada based upon diversity of citizenship of the parties, and an amount in controversy in excess \$75,000. See 28 USC §1332(a)(2).

10. As set forth in the "Joinder in Petition for Removal" below, Home Depot U.S.A., Inc. joins in the removal.

11. Based upon allegations of the Korkmaz complaint, this matter is venued in the United State District Court for the District of Nevada as it is the "judicial district in which a part or the substantial part of the events giving rise to the claim occurred." 28 USC §1391(b)(2).

13. All pleadings in Petitioners' control are attached to this Petition for Removal as EXHIBITS A, B and C.

JOINDER IN PETITION FOR REMOVAL

14. Home Depot U.S.A., Inc., hereby joins in Black & Decker Inc. and Black & Decker

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1 (U.S.) Inc.'s Petition for Removal.

BARRON & PRUITT, LLP

/s/ David Barron

DAVID BARRON

Nevada Bar Number #142

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Home Depot U.S.A, Inc.*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of April, 2022, I served the foregoing
PETITION FOR REMOVAL AND Joinders follows:

☐ US MAIL: by placing the document(s) listed above in a sealed envelope, postage prepaid, in the United States Mail at Las Vegas, Nevada, addressed to the following:

☐ BY FAX: by transmitting the document(s) listed above via facsimile transmission to the fax number(s) set forth below.

☐ BY HAND-DELIVERY: by hand-delivering the document(s) listed above to the address(es) set forth below.

☐ BY EMAIL: by emailing the document(s) listed above to the email address(es) set forth below.

☒ BY ELECTRONIC SERVICE: by electronically serving the document(s) listed above with the U.S. District Court's e-filing system upon all parties required to be registered for electronic service therein.

/s/ Deb Sagert

An Employee of BARRON & PRUITT, LLP


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EXHIBIT A

EXHIBIT A

EXHIBIT A

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Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-22-849656-C
Department 14

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12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 SERHAN KORKMAZ, individually,
15 Plaintiff,
16 vs.

**PLAINTIFF'S COMPLAINT AND
DEMAND FOR JURY TRIAL**

17 DEWALT INDUSTRIAL TOOL COMPANY
18 INC., a Foreign Corporation; BLACK &
19 DECKER INC., a Foreign Corporation; HOME
20 DEPOT U.S.A., INC., a Foreign Profit
21 Corporation; ROE GRINDER
22 MANUFACTURER; ROE GRINDER
23 INSPECTOR; ROE GRINDER CONTRACTOR;
24 ROE GRINDER DISTRIBUTOR; ROE
25 BATTERY MANUFACTURER; ROE
26 BATTERY INSPECTOR; ROE BATTERY
27 CONTRACTOR; ROE BATTERY
28 DISTRIBUTOR; DOE INDIVIDUALS 1-20; and
ROE BUSINESS ENTITIES 1-20, inclusive,

Defendants.

COMES NOW, the Plaintiff, SERHAN KORKMAZ, by and through his attorneys,
BRADLEY S. MAINOR, ESQ., JOSEPH J. WIRTH, ESQ., BREANNA HARTMANN, ESQ.,

1 and ASH MARIE BLACKBURN, ESQ., of MAINOR WIRTH, LLP, and for his causes of action
2 against Defendants, and each of them, complains and alleges as follows:

3 **THE PARTIES**

4 1. That Plaintiff, KORKMAZ SERHAN ("Plaintiff") is, and at all times mentioned
5 herein was, a resident of the state of Nevada, County of Clark.

6 2. That Defendant DEWALT INDUSTRIAL TOOL COMPANY INC. ("DEWALT")
7 is, and at all times mentioned herein was, a Foreign Corporation, licensed to do business in the
8 County of Clark, State of Nevada.

9 3. That Defendant BLACK & DECKER INC. ("BLACK & DECKER") is, and at all
10 times mentioned herein was, a Foreign Corporation, licensed to do business in the County of
11 Clark, State of Nevada. Upon information and belief, at all times relevant to these proceedings,
12 Defendant BLACK & DECKER owned, operated, controlled, and/or supervised Defendant
13 DEWALT.

14 4. That Defendant HOME DEPOT U.S.A., INC. ("HOME DEPOT") is, and at all times
15 mentioned herein was, a Foreign Profit Corporation, licensed to do business in the County of
16 Clark, State of Nevada.

17 5. The identity of Defendant ROE GRINDER MANUFACTURER is unknown at this
18 time; however, Plaintiff believes ROE GRINDER MANUFACTURER manufactured the
19 DEWALT 20v Max Lithium Ion Cordless 4-1/2" Grinder, DCG412, and/or components/parts
20 thereof, which caused injuries to Plaintiff. Plaintiff requests leave of the Court to amend this
21 Complaint to name ROE GRINDER MANUFACTURER specifically when its identity becomes
22 known.

23 6. The identity of Defendant ROE GRINDER INSPECTOR is unknown at this time;
24 however, Plaintiff believes ROE GRINDER INSPECTOR to be an inspection person and/or
25 entity that was responsible for inspecting the DEWALT 20v Max Lithium Ion Cordless 4-1/2"
26 Grinder, DCG412, and/or components/parts thereof, which caused injuries to Plaintiff. Plaintiff
27 requests leave of the Court to amend this Complaint to name ROE GRINDER INSPECTOR
28 specifically when its identity becomes known.

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1 7. The identity of ROE GRINDER CONTRACTOR is unknown at this time; however,
2 Plaintiff believes ROE GRINDER CONTRACTOR to have provided parts and/or services to
3 HOME DEPOT as part of the manufacturing and/or distribution process of the DEWALT 20v
4 Max Lithium Ion Cordless 4-1/2" Grinder, DCG412, and/or components/parts thereof, which
5 caused injuries to Plaintiff. Plaintiff requests leave of the Court to amend this Complaint to name
6 ROE GRINDER CONTRACTOR specifically when its identity becomes known.

7 8. The identity of ROE GRINDER DISTRIBUTOR is unknown at this time; however,
8 Plaintiff believes ROE GRINDER DISTRIBUTOR to have provided parts, supplies, and/or
9 services to HOME DEPOT as part of the manufacturing and/or distribution process of the
10 DEWALT 20v Max Lithium Ion Cordless 4-1/2" Grinder, DCG412b, and/or components/parts
11 thereof, which caused injuries to Plaintiff. Plaintiff requests leave of the Court to amend this
12 Complaint to name ROE GRINDER DISTRIBUTOR specifically when its identity becomes
13 known.

14 9. The identity of Defendant ROE BATTERY MANUFACTURER is unknown at this
15 time; however, Plaintiff believes ROE BATTERY MANUFACTURER manufactured the
16 DEWALT FLEXVOLT LITHIUM ION 20V/60V 6.0 AH Battery Pack, DCB606, and/or
17 components/parts thereof, which caused injuries to Plaintiff. Plaintiff requests leave of the Court
18 to amend this Complaint to name ROE BATTERY MANUFACTURER specifically when its
19 identity becomes known.

20 10. The identity of Defendant ROE BATTERY INSPECTOR is unknown at this time;
21 however, Plaintiff believes ROE BATTERY INSPECTOR to be an inspection person and/or
22 entity that was responsible for inspecting the DEWALT FLEXVOLT LITHIUM ION 20V/60V
23 6.0 AH Battery Pack, DCB606, and/or components/parts thereof, which caused injuries to
24 Plaintiff. Plaintiff requests leave of the Court to amend this Complaint to name ROE BATTERY
25 INSPECTOR specifically when its identity becomes known.

26 11. The identity of ROE BATTERY CONTRACTOR is unknown at this time; however,
27 Plaintiff believes ROE BATTERY CONTRACTOR to have provided parts and/or services to
28 HOME DEPOT as part of the manufacturing and/or distribution process of the DEWALT

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1 FLEXVOLT LITHIUM ION 20V/60V 6.0 AH Battery Pack, DCB606, and/or components/parts
2 thereof, which caused injuries to Plaintiff. Plaintiff requests leave of the Court to amend this
3 Complaint to name ROE BATTERY CONTRACTOR specifically when its identity becomes
4 known.

5 12. The identity of ROE BATTERY DISTRIBUTOR is unknown at this time; however,
6 Plaintiff believes ROE BATTERY DISTRIBUTOR to have provided parts, supplies, and/or
7 services to HOME DEPOT as part of the manufacturing and/or distribution process of the
8 DEWALT FLEXVOLT LITHIUM ION 20V/60V 6.0 AH Battery Pack, DCB606, and/or
9 components/parts thereof, which caused injuries to Plaintiff. Plaintiff requests leave of the Court
10 to amend this Complaint to name ROE BATTERY DISTRIBUTOR specifically when its identity
11 becomes known.

12 13. That Defendants DOE INDIVIDUALS 1-5 and ROE BUSINESS ENTITIES 1-5 are
13 other owners, operators, employees, supervisors, managers, marketers, or agents of the HOME
14 DEPOT store located at 9705 W. Charleston Blvd., Las Vegas, NV 89117.

15 14. That Defendants DOE INDIVIDUALS 6-10 and ROE BUSINESS ENTITIES 6-10
16 are owners, operators, employees, supervisors, managers, marketers, and/or agents of HOME
17 DEPOT, DEWALT, and/or BLACK & DECKER, and/or products at issue herein.

18 15. That Defendants DOE INDIVIDUALS 11-15 and ROE BUSINESS ENTITIES 11-
19 15 are the designers, installers, and maintenance providers for HOME DEPOT, DEWALT, and/or
20 BLACK & DECKER, and/or products at issue herein.

21 16. That Defendants DOE INDIVIDUALS 16-20 and ROE BUSINESS ENTITIES 16-
22 20 are the construction companies, sub-contractors, vendors, inspectors or other persons/entities
23 responsible for the installation and construction of the subject equipment used.

24 17. That the true names and capacities of the remaining Defendants designated herein as
25 Doe Individuals or Roe Business Entities are presently unknown at this time to Plaintiff, who
26 therefore sues said Defendants by such fictitious names — these entities would specifically
27 include owners and associations presently unknown. When the true names and capacities of these
28 defendants are ascertained, Plaintiff will amend this Complaint accordingly.

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18. That at all times pertinent, Defendants and each of them were agents, servants, employees or joint venturers of every other Defendant herein, and at all times mentioned herein were acting within the scope and course of said agency, employment, or joint venture, with knowledge and permission and consent of all other named Defendants.

JURISDICTION AND VENUE

19. At all times relevant to these proceedings, Defendants, and each of them, utilized the privileges, benefits and protections of the laws of the State of Nevada and have otherwise availed themselves to the jurisdiction of the State of Nevada by placing products into the stream of commerce, which were marketed, sold, distributed and/or used in the State of Nevada, or by otherwise establishing sufficient minimum contacts with the State of Nevada so as to submit themselves to the jurisdiction of Nevada.

20. Venue is proper because it is the county in which Plaintiff was located at the time the actions of Defendants, and each of them, resulted in injuries to Plaintiff.

21. Furthermore, Defendants, and each of them, either market, distribute and sell their products to residents of the State of Nevada; and/or have sufficient minimum contacts with, the State of Nevada.

GENERAL ALLEGATIONS

22. This action is a products liability action, which arises from the design, manufacturing, distribution, and/or warning defects of the DEWALT 20v Max Lithium Ion Cordless 4-1/2" Grinder, DCG412, (hereafter "Grinder"), the DEWALT FLEXVOLT LITHIUM ION 20V/60V 6.0 AH Battery Pack, DCB606 (hereafter "Battery") and/or components/parts thereof.

23. On or about May 27, 2019, Plaintiff purchased the subject Grinder and Battery online through HOME DEPOT.

24. On or about June 3, 2019, Plaintiff picked up the Grinder at a Home Depo store located at 9705 W. Charleston Blvd., Las Vegas, Nevada 89117.

25. On or about June 3, 2019, Plaintiff picked up the Battery at a Home Depo store located at 4195 S. Fort Apache Road, Las Vegas, Nevada 89147.

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1 26. Sometime prior to June 3, 2019, Defendants, and each of them, designed,
2 manufactured, marketed, distributed, sold, packaged, and placed into the stream of commerce the
3 Grinder, Battery, and/or components/parts thereof, which were represented to be safe for its
4 intended use and which reached the ultimate consumer in substantially the same condition in
5 which it was sold.

6 27. Defendants, and each of them, were responsible for the maintenance of the equipment
7 and tools used in the creation of the Grinder, Battery, components/parts thereof, and/or tools kept
8 in proximity to the area where the Grinder, Battery, and/or components/parts thereof, were
9 assembled.

10 28. Defendants, and each of them, were also responsible for ensuring that products it
11 provided to customers were safe for their intended use.

12 29. The Grinder, Battery, and/or components/parts thereof were not altered, changed,
13 improved, damaged, or impaired in any way at the time of its failure.

14 30. The Grinder and Battery and/or component parts were marketed to be compatible.

15 31. Prior to the subject incident, Plaintiff would use the Grinder with a different battery
16 pack and have no issues. However, during several, various times that Plaintiff would use the
17 Grinder and the subject Battery together, he would feel a minor shock.

18 32. On or about March 18, 2020, Plaintiff intended to use the Grinder and Battery, which
19 Defendants, and each of them, had designed, manufactured, marketed, distributed, and sold in a
20 normal, customary, and foreseeable manner.

21 33. That day, after using the Grinder and Battery, Plaintiff attempted to remove the
22 Battery from the Grinder, the Grinder sporadically and suddenly turned on, severely cutting
23 Plaintiff's left arm, resulting in severe and permanent injuries.

24 34. Upon information and belief, the dangerous condition was caused as a direct result
25 of the Defendants' failure to design, construct, control, repair, inspect, and/or maintain the
26 Grinder, Battery, and/or components/parts thereof in a reasonable and safe manner.

27 35. Upon information and belief, the dangerous condition was further caused due to
28 incompatibility of the Grinder and the Battery and Defendants, and each of them, failed to

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1 properly warn of such incompatibility.

2 36. Upon information and belief, Defendants marketed the Grinder and the Battery as
3 being compatible.

4 37. Defendants knew, or reasonably should have known, that the dangerous condition
5 existed.

6 38. Defendants failed to adequately warn, caution, instruct, or otherwise make safe, the
7 dangerous condition existing in the Grinder and Battery, and/or components/parts thereof.
8 Accordingly, Defendants negligently, carelessly, and recklessly created and/or allowed the
9 dangerous condition to exist.

10 39. Defendants should have warned or otherwise made safe the dangerous condition
11 because that condition was non-obvious to Plaintiff.

12 40. As a result of Defendants' actions or omissions, Plaintiff suffered severe injuries, all
13 or some of which conditions appear be permanent and which are severely disabling in nature,
14 causing general and special damages in amounts to be determined at trial, but which amounts
15 easily exceed the statutory minimum of \$15,000.

16 41. That as a further direct and proximate cause of the Defendants' acts and/or omissions,
17 Plaintiff has incurred, and will continue to incur in the future, medical expenses in an amount to
18 be proven at the time of trial.

19 42. That as a further direct and proximate result of the defects and Defendants' acts
20 and/or omissions, Plaintiff has lost wages and has experienced a diminished earning capacity in
21 an amount to be proven at the time of trial.

22 43. As a result of the foregoing defects and Defendants' acts and/or omissions, Plaintiff
23 has had to retain the services of an attorney to prosecute this action and is entitled to reasonable
24 attorney's fees and costs of suit incurred herein.

25 **FIRST CAUSE OF ACTION**

26 **(Strict Products Liability – All Defendants)**

27 44. Plaintiff incorporates by reference and restates each of the above paragraphs as
28 though the same were fully set forth herein.

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1 45. That Defendants were the sellers, manufacturers, distributors, packagers, retailers
2 and/or suppliers of the Grinder and/or Battery.

3 46. That the Grinder, Battery, and/or components/parts thereof were defective, among
4 others, in the following ways:

- 5 a. In its design;
- 6 b. In its manufacture;
- 7 c. In its quality assurance/quality control testing; and,
- 8 d. In its warnings, labeling and instructions;

9 47. That said defects existed when the Grinder and Battery left Defendants' possession
10 and caused the product to differ from its intended design and/or quality.

11 48. That the Grinder and Battery, when sold and delivered, did not contain, nor was it
12 accompanied by, suitable and adequate instructions and/or warnings concerning its safe and
13 proper use, care, and/or inspection.

14 49. That the Grinder and/or Battery were used by the ultimate consumer, Plaintiff, for its
15 intended purpose and in a manner that was reasonably foreseeable by the Defendants.

16 50. That as a result of the foregoing defects, the Grinder and/or Battery was unreasonably
17 dangerous because those defects caused the product to fail to perform in the manner reasonably
18 expected in light of its nature and intended purpose, thereby seriously and permanently injuring
19 Plaintiff.

20 51. That the defects were the actual cause of the damages and injuries suffered by
21 Plaintiff.

22 52. That the defects were the proximate (legal) cause of the damages and injuries suffered
23 by Plaintiff.

24 53. As a result of the foregoing defects and Defendants' acts and/or omissions, Plaintiff
25 suffered severe injuries, all or some of which, conditions are permanent and disabling in nature,
26 causing general and special damages in amounts to be determined at trial, but which amounts
27 easily exceed the statutory minimum of \$15,000.

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1 54. That as a further direct and proximate result of the foregoing defects and Defendants'
 2 acts and/or omissions, Plaintiff has incurred, and will continue to incur in the future, medical
 3 expenses in an amount to be proven at the time of trial.

4 55. That as a further direct and proximate result of the defects and Defendants' acts
 5 and/or omissions, Plaintiff has lost wages and has experienced a diminished earning capacity in
 6 an amount to be proven at the time of trial.

7 56. As a result of the foregoing defects and Defendants' acts and/or omissions, Plaintiff
 8 has had to retain the services of an attorney to prosecute this action and is entitled to reasonable
 9 attorney's fees and costs of suit incurred herein.

10 **SECOND CAUSE OF ACTION**

11 **(Breach of Warranty – All Defendants)**

12 57. Plaintiff incorporates by reference and restates each of the above paragraphs as
 13 though the same were fully set forth herein.

14 58. That the Parties, as buyers and sellers, entered into a contract for the sale of the
 15 Grinder and Battery, and/or components/parts thereof.

16 59. That Defendants as sellers, were in the business of selling the Grinder and Battery,
 17 and/or components/parts thereof of the kind and nature that injured Plaintiff.

18 60. That all Defendants held themselves out as having special knowledge or skill
 19 pertaining to tools, which includes but is not limited to, the Grinder and Battery and/or component
 20 parts.

21 61. That at the time all Defendants manufactured, distributed, supplied and/or sold such
 22 products, they had reason to know that the products were needed for a particular purpose.

23 62. That the purchase of the Grinder and Battery and/or component parts by Plaintiff,
 24 relied on Defendants skill or judgment in selecting and furnishing the Grinder and Battery and/or
 25 component parts for that particular purpose.

26 63. That all Defendants impliedly and expressly warranted the quality of the Grinder and
 27 Battery and/or component parts.

28 ///

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1 64. That the Grinder and/or Battery and/or component parts did not meet the quality of
2 similarly manufactured, distributed, supplied, and/or sold tools for their particular purpose and/or
3 their intended function.

4 65. That the Grinder and/or Battery and/or component parts did not conform to the
5 implied or express warranties.

6 66. All Defendants breached their express and implied warranties by the failures as
7 alleged above, and by the improper marketing, labeling, packaging, and/or instruction, caused by
8 the failure to adequately warn and instruct in the safe operation and maintenance of the Grinder
9 and/or Battery.

10 67. That Plaintiff was a third-party beneficiary of those implied and express warranties.

11 68. That it was reasonable for Defendants to expect such a person, like Plaintiff, would
12 use and be affected by the Grinder and Battery and/or component parts.

13 69. That all Defendants' breaches of the implied and express warranties were the actual
14 causes of the damages, losses, harms and injuries suffered by Plaintiff.

15 70. That all Defendants' breaches of the implied and express warranties were the
16 proximate (legal) causes of the damages, losses, harm and injuries suffered by Plaintiff.

17 71. As a result of the foregoing breaches of the implied and express warranties, Plaintiff
18 suffered severe injuries, all or some of which conditions are permanent and disabling in nature,
19 causing general and special damages in amounts to be determined at trial, but which amounts
20 exceed the statutory minimum of \$15,000.

21 72. That as a further direct and proximate result of the breaches of the implied and
22 express warranties, Plaintiff's life expectancy has been permanently and substantially diminished.

23 73. That as a further direct and proximate result of the foregoing breaches of the implied
24 and express warranties, Plaintiff has incurred, and will continue to incur in the future, medical
25 expenses in an amount to be proven at the time of trial.

26 74. That as a further direct and proximate result of the breaches of the implied and
27 express warranties, Plaintiff has lost wages and has experienced a diminished earning capacity in
28 an amount to be proven at the time of trial.

1 75. As a result of the foregoing breaches of the implied and express warranties, Plaintiff
2 has had to retain the services of an attorney to prosecute this action and is entitled to reasonable
3 attorney's fees and costs of suit incurred herein.

4 **THIRD CAUSE OF ACTION**

5 **(Negligence – All Defendants)**

6 76. Plaintiff incorporates by reference and restates each of the above paragraphs as
7 though the same were fully set forth herein.

8 77. Defendants, and each of them, were negligent in the design, manufacturing,
9 manufacturing of component parts, labeling, warning, instructing, marketing, distribution, supply,
10 assembly, and/or sale of the Grinder, Battery, and/or components/parts thereof, because
11 Defendants knew, or in the exercise of ordinary care should have known, that the Grinder and/or
12 Battery and/or component parts were unreasonably dangerous to those persons likely to use the
13 products for the purpose and in the manner for which they were intended to be used.

14 78. Defendants were negligent in the particulars set forth in this and the preceding
15 paragraphs and such negligence was a proximate cause of the occurrence in question.

16 79. That all Defendants owed Plaintiff a duty of reasonable care in the placing of safe,
17 non-defective products into the stream of commerce for use by people like Plaintiff.

18 80. That all Defendants breached this duty by putting into the stream of commerce
19 defective and unreasonably dangerous product.

20 81. That all Defendants owed a duty of care to Plaintiff to ensure that the Grinder,
21 Battery, and/or components/parts thereof were properly used, selected, assembled, maintained,
22 inspected, stored, repaired, and cared for; and that all manufacturer specifications, instructions,
23 and warnings were being followed before permitting the use of the products by the ultimate
24 consumers.

25 82. That all Defendants breached this duty of care by failing to properly assemble,
26 maintain, inspect, store, and/or care for the Grinder, Battery, and/or components/parts thereof;
27 and by failing to ensure that all manufacturer specifications, instructions, and warnings were
28 followed before permitting use of the products by the ultimate consumers, including Plaintiff.

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1 83. That Defendants, and each of them, had specific knowledge regarding the likely and
2 intended use of the Grinder, Battery, and/or components/parts thereof.

3 84. That Defendants' breach of these duties of care is, and was, the actual cause of the
4 damages, losses, harms and injuries suffered by Plaintiff.

5 85. That Defendants' breach of these duties of care is, and was, the proximate cause of
6 the damages, losses, harms and injuries suffered by Plaintiff.

7 86. That a Grinder sporadically and suddenly turning on is not an event that occurs unless
8 a company in the stream of commerce is negligent.

9 87. That the Grinder, Battery and/or component parts were in the exclusive control of
10 Defendants.

11 88. That the Grinder sporadically and suddenly turning on was not caused by any
12 negligence on the part of Plaintiff.

13 89. That Defendants have superior knowledge as to the condition of the Grinder, Battery,
14 and/or component parts for purposes of explaining how and why the Grinder sporadically and
15 suddenly turned on.

16 90. As a result of the foregoing negligence, carelessness and recklessness of Defendants,
17 and each of them, Plaintiff suffered severe injuries, all or some of which conditions are permanent
18 and disabling in nature, causing general and special damages in amounts to be determined at trial,
19 but which amounts exceed the statutory minimum of \$15,000.

20 91. As a direct and proximate result of Defendants' negligence, Plaintiff received medical
21 and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some
22 of which conditions may be permanent and disabling and, all to Plaintiff's damage in a sum in
23 excess of \$15,000. That said services, care, and treatment are continuing and shall continue in
24 the future.

25 92. That as a further direct and proximate result of Defendants' negligence, Plaintiff has
26 lost wages and has experienced a diminished earning capacity in an amount to be proven at the
27 time of trial.

28 ///

FIFTH CAUSE OF ACTION**(Negligent Hiring- All Defendants)**

101. Plaintiff incorporates by reference and restates each of the above paragraphs as though the same were fully set forth herein.

102. That Defendants owed Plaintiff a duty to utilize reasonable application, screening, and hiring processes for all of its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, to perform the necessary job functions of maintenance, inspection, selection, assembly, use, marketing, and/or sale of the Grinder, Battery, and/or components/parts thereof.

103. That Defendants knew or reasonably should have known that by not utilizing reasonable application, screening, and hiring processes for its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, they would not have competent employees to perform the necessary job functions to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

104. That Defendants breached their duty by failing to utilize reasonable application, screening, and hiring processes for its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, and that such breach resulted in Defendants employing individuals without the necessary ability, knowledge, or skill to ensure the Grinder and Battery and/or component parts were reasonably safe for Plaintiff.

105. That Defendants' breach of their duty to utilize reasonable application, screening, and hiring processes for their employees is and was the actual and proximate cause of the damages, losses, harms, and injuries suffered by Plaintiff.

106. As a result of the foregoing negligence, carelessness and recklessness of Defendants, and each of them, Plaintiff suffered severe injuries, all or some of which conditions are permanent and disabling in nature, causing general and special damages in amounts to be determined at trial, but which amounts exceed the statutory minimum of \$15,000.

///

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107. As a direct and proximate result of Defendants' negligence, Plaintiff received medical and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some of which conditions may be permanent and disabling and, all to Plaintiff's damage in a sum in excess of \$15,000. That said services, care, and treatment are continuing and shall continue in the future.

108. That as a further direct and proximate result of Defendants' negligence, Plaintiff has lost wages and has experienced a diminished earning capacity in an amount to be proven at the time of trial.

109. As a further direct and proximate result of Defendants' negligence, Plaintiff has had to retain the services of an attorney to prosecute this action and is entitled to reasonable attorney's fees and costs of suit incurred herein.

SIXTH CAUSE OF ACTION

(Negligent Training- All Defendants)

110. Plaintiff incorporates by reference and restates each of the above paragraphs as though the same were fully set forth herein.

111. That Defendants owed Plaintiff a duty to reasonably train their employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, to perform the necessary job functions to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

112. That Defendants knew or reasonably should have known that by not reasonably training its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, they would not have competent employees to perform the necessary job functions to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

113. That Defendants breached their duty by failing to reasonably train its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20, and that such breach resulted in employees not having the necessary ability, knowledge, or skill to Defendants employing

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1 individuals without the necessary ability, knowledge, or skill to ensure the Grinder and Battery
 2 and/or component parts were reasonably safe for Plaintiff.

3 114. That Defendants' breach of their duty reasonably train its employees is and was the
 4 actual and proximate cause of the damages, losses, harms, and injuries suffered by Plaintiff.

5 115. As a result of the foregoing negligence, carelessness and recklessness of Defendants,
 6 and each of them, Plaintiff suffered severe injuries, all or some of which conditions are permanent
 7 and disabling in nature, causing general and special damages in amounts to be determined at trial,
 8 but which amounts exceed the statutory minimum of \$15,000.

9 116. As a direct and proximate result of Defendants' negligence, Plaintiff received medical
 10 and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some
 11 of which conditions may be permanent and disabling and, all to Plaintiff's damage in a sum in
 12 excess of \$15,000. That said services, care, and treatment are continuing and shall continue in
 13 the future.

14 117. That as a further direct and proximate result of Defendants' negligence, Plaintiff has
 15 lost wages and has experienced a diminished earning capacity in an amount to be proven at the
 16 time of trial.

17 118. As a further direct and proximate result of Defendants' negligence, Plaintiff has had
 18 to retain the services of an attorney to prosecute this action and is entitled to reasonable attorney's
 19 fees and costs of suit incurred herein.

20 SEVENTH CAUSE OF ACTION

21 (Negligent Supervision- All Defendants)

22 119. Plaintiff incorporates by reference and restates each of the above paragraphs as
 23 though the same were fully set forth herein.

24 120. That Defendants owed Plaintiff a duty to reasonably supervise their employees,
 25 including but not limited to Defendant DOE INDIVIDUALS 1-20, to perform the necessary job
 26 functions to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder,
 27 Battery, and/or components/parts thereof.
 28

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1 121. That Defendants knew or reasonably should have known that by not reasonably
2 supervising its employees, including but not limited to Defendant DOE INDIVIDUALS 1-20,
3 they would not have competent employees to perform the necessary job functions to reasonably
4 maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or
5 components/parts thereof.

6 122. That Defendants breached their duty by failing to reasonably supervise its employees,
7 including but not limited to Defendant DOE INDIVIDUALS 1-20, and that such breach resulted
8 in employees not having the necessary ability, knowledge, or skill to Defendants employing
9 individuals without the necessary ability, knowledge, or skill to ensure the Grinder and Battery
10 and/or component parts were reasonably safe for Plaintiff.

11 123. That Defendants' breach of their duty reasonably supervise its employees is and was
12 the actual and proximate cause of the damages, losses, harms, and injuries suffered by Plaintiff.

13 124. As a result of the foregoing negligence, carelessness and recklessness of Defendants,
14 and each of them, Plaintiff suffered severe injuries, all or some of which conditions are permanent
15 and disabling in nature, causing general and special damages in amounts to be determined at trial,
16 but which amounts exceed the statutory minimum of \$15,000.

17 125. As a direct and proximate result of Defendants' negligence, Plaintiff received medical
18 and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some
19 of which conditions may be permanent and disabling and, all to Plaintiff's damage in a sum in
20 excess of \$15,000. That said services, care, and treatment are continuing and shall continue in
21 the future.

22 126. That as a further direct and proximate result of Defendants' negligence, Plaintiff has
23 lost wages and has experienced a diminished earning capacity in an amount to be proven at the
24 time of trial.

25 127. As a further direct and proximate result of Defendants' negligence, Plaintiff has had
26 to retain the services of an attorney to prosecute this action and is entitled to reasonable attorney's
27 fees and costs of suit incurred herein.

28 ///

EIGHTH CAUSE OF ACTION**(Negligent Retention- All Defendants)**

128. Plaintiff incorporates by reference and restates each of the above paragraphs as though the same were fully set forth herein.

129. That Defendants knew or reasonably should have known, that their employee, including but not limited to DOE INDIVIDUALS 1-20, was unfit to perform the necessary job functions to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

130. That Defendants owed Plaintiff a duty to discharge or terminate their employee, including but not limited to DOE INDIVIDUALS 1-20, who Defendants knew or reasonably should have known, did not possess the necessary ability, knowledge, or skill needed to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

131. That Defendants breached their duty to discharge or terminate their employees, including but not limited to DOE INDIVIDUALS 1-20, who Defendants knew or reasonably should have known, did not possess the necessary ability, knowledge, or skill needed to reasonably maintain, inspect, select, assemble, use, market, and/or sell the Grinder, Battery, and/or components/parts thereof.

132. That Defendants' breach of their duty to discharge or terminate employees unfir to perform the necessary job functions, is and was, the actual and proximate cause of the damages, losses, harms, and injuries suffered by Plaintiff.

133. As a result of the foregoing negligence, carelessness and recklessness of Defendants, and each of them, Plaintiff suffered severe injuries, all or some of which conditions are permanent and disabling in nature, causing general and special damages in amounts to be determined at trial, but which amounts exceed the statutory minimum of \$15,000.

134. As a direct and proximate result of Defendants' negligence, Plaintiff received medical and other treatments for injuries sustained to body, limbs, organs and nervous systems, all or some

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1 of which conditions may be permanent and disabling and, all to Plaintiff's damage in a sum in
 2 excess of \$15,000. That said services, care, and treatment are continuing and shall continue in
 3 the future.

4 135. That as a further direct and proximate result of Defendants' negligence, Plaintiff has
 5 lost wages and has experienced a diminished earning capacity in an amount to be proven at the
 6 time of trial.

7 136. As a further direct and proximate result of Defendants' negligence, Plaintiff has had
 8 to retain the services of an attorney to prosecute this action and is entitled to reasonable attorney's
 9 fees and costs of suit incurred herein.

10 PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint prior to
 12 or at the time of trial of this action to insert those items of damage not yet fully ascertainable,
 13 prays judgment against the Defendants, and each of them, as follows:

- 14 1. General damages sustained by Plaintiff in an amount in excess of \$15,000;
- 15 2. Special damages to be determined at the time of trial;
- 16 3. Medical and incidental expenses already incurred and to be incurred;
- 17 4. Future medical expenses to be determined at the time of trial;
- 18 5. Damages for lost wages and loss of earning capacity;
- 19 6. Damages for permanent disfigurement;
- 20 7. Interest at the statutory rate;
- 21 8. Reasonable attorney's fees and costs of suit; and
- 22 9. For such other relief as the Court deems just and proper.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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Phone: (702) 464-5000 | Fax: (702) 463-4440

PLAINTIFF'S DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, by and through her attorneys, BRADLEY S. MAINOR, ESQ., JOSEPH J. WIRTH, ESQ., BREANNA HARTMANN, ESQ., and ASH MARIE BLACKBURN, ESQ. of MAINOR WIRTH, LLP, hereby demands a trial by jury of all issues in the above-entitled matter.

DATED THIS 14th day of March, 2022.

MAINOR WIRTH, LLP

/s/ Breanna Hartmann

ASH MARIE BLACKBURN, ESQ.

Nevada Bar No. 14712

BREANNA HARTMANN, ESQ.

Nevada Bar No. 13889

6018 S. Fort Apache, Ste. 150

Las Vegas, NV 89148

Attorneys for Plaintiff

EXHIBIT B

EXHIBIT B

EXHIBIT B



Notice of Service of Process

KP / ALL
Transmittal Number: 24702600
Date Processed: 04/01/2022

Primary Contact: Cathleen Buchanan
Stanley Black & Decker, Inc.
701 E Joppa Rd
Towson, MD 21286-5559

Entity:	Black & Decker (U.S.) Inc. Entity ID Number 0152688
Entity Served:	Black And Decker, Inc.
Title of Action:	Serhan Korkmaz vs. Dewalt Industrial Tool Company Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Clark County District Court, NV
Case/Reference No:	A-22-849656-C
Jurisdiction Served:	Nevada
Date Served on CSC:	03/28/2022
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Mainor Wirth, LLP 702-464-5000

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

1 SUMM

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4 SERHAN KORKMAZ, individually,

CASE NO.: A-22-849656-C

DEPT. NO.: 14

5 Plaintiff,

6 vs.

SUMMONS

7 DEWALT INDUSTRIAL TOOL
 8 COMPANY INC., a Foreign Corporation;
 9 BLACK & DECKER INC., a Foreign
 10 Corporation; HOME DEPOT U.S.A., INC., a
 11 Foreign Profit Corporation; ROE GRINDER
 12 MANUFACTURER; ROE GRINDER
 13 INSPECTOR; ROE GRINDER
 14 CONTRACTOR; ROE GRINDER
 15 DISTRIBUTOR; ROE BATTERY
 16 MANUFACTURER; ROE BATTERY
 17 INSPECTOR; ROE BATTERY
 18 CONTRACTOR; ROE BATTERY
 19 DISTRIBUTOR; DOE INDIVIDUALS 1-
 20 20; and ROE BUSINESS ENTITIES 1-20,
 21 inclusive,

22 Defendants.

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
 24 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ**
 25 **THE INFORMATION BELOW.**

26 **TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the
 27 relief set forth in the Complaint.

28 **BLACK AND DECKER, INC.**

c/o GEORGE MASSIH

112 North Curry Street

Carson City, NV 89703

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you
 exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written
 response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown
 below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this
 Court may enter a judgment against you for the relief demanded in the Complaint, which could

1 result in the taking of money or property or other relief requested in the Complaint.
2 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that
your response may be filed on time.

3 Issued at the direction of:

CLERK OF COURT

3/23/2022

4 By: /s/ Breanna K. Hartmann

By: Demond Palmer

5 BREANNA K. HARTMANN, ESQ.

Deputy Clerk

Date

6 Nevada Bar No. 13889

County Courthouse

7 6018 S. Ft. Apache Road, Ste. 150

200 Lewis Avenue

8 Las Vegas, NV 89148

Las Vegas, NV 89155

(702) 464-5000; (702) 463-4440 Facsimile

Demond Palmer

Attorney for Plaintiff



MAINOR WIRTH, LLP
6018 S. Ft. Apache Rd., Ste. 150, Las Vegas, NV 89148
Phone: (702) 464-5000 | Fax: (702) 463-4440

EXHIBIT C

EXHIBIT C

EXHIBIT C



Notice of Service of Process

Transmittal Number: 24683743
Date Processed: 03/29/2022

Primary Contact: Quinessa Malcolm
The Home Depot, Inc.
2455 Paces Ferry Rd SE
Atlanta, GA 30339-1834

Electronic copy provided to: Cathy Copeland
Adriane Towns

Entity:	Home Depot U.S.A., Inc. Entity ID Number 2483807
Entity Served:	Home Depot U.S.A., Inc.
Title of Action:	Korkmaz, Serhan vs. Dewalt Industrial Tool Company Inc.
Matter Name/ID:	Korkmaz, Serhan vs. Dewalt Industrial Tool Company Inc. (12139380)
Document(s) Type:	Summons/Complaint
Nature of Action:	Product Liability
Court/Agency:	Clark County District Court, NV
Case/Reference No:	A-22-849656-C
Jurisdiction Served:	Nevada
Date Served on CSC:	03/28/2022
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Mainor Wirth, LLP 702-464-5000

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

1 **SUMM**2 **DISTRICT COURT**3 **CLARK COUNTY, NEVADA**

4 SERHAN KORKMAZ, individually,

CASE NO.: A-22-849656-C

DEPT. NO.: 14

5 Plaintiff,

6 vs.

SUMMONS

7 DEWALT INDUSTRIAL TOOL
 8 COMPANY INC., a Foreign Corporation;
 9 BLACK & DECKER INC., a Foreign
 10 Corporation; HOME DEPOT U.S.A., INC., a
 11 Foreign Profit Corporation; ROE GRINDER
 12 MANUFACTURER; ROE GRINDER
 13 INSPECTOR; ROE GRINDER
 14 CONTRACTOR; ROE BATTERY
 15 DISTRIBUTOR; ROE BATTERY
 16 MANUFACTURER; ROE BATTERY
 17 INSPECTOR; ROE BATTERY
 18 CONTRACTOR; ROE BATTERY
 19 DISTRIBUTOR; DOE INDIVIDUALS 1-
 20 20; and ROE BUSINESS ENTITIES 1-20,
 21 inclusive,

22 Defendants.

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
 24 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ**
 25 **THE INFORMATION BELOW.**

26 **TO THE DEFENDANT:** A civil Complaint has been filed by the plaintiff against you for the
 27 relief set forth in the Complaint.

28 **HOME DEPOT U.S.A., INC.**c/o George Massih**112 North Curry Street****Carson City, NV 89703**

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you
 exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written
 response to the Complaint in accordance with the rules of the Court.

b. Serve a copy of your response upon the attorney whose name and address is shown
 below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this
 Court may enter a judgment against you for the relief demanded in the Complaint, which could

1 result in the taking of money or property or other relief requested in the Complaint.
2 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that
your response may be filed on time.

3 Issued at the direction of:

CLERK OF COURT

4 By: /s/ Breanna K. Hartmann
5 BREANNA K. HARTMANN ESQ.
6 Nevada Bar No. 13889
7 6018 S. Ft. Apache Road, Ste. 150
8 Las Vegas, NV 89148
(702) 464-5000; (702) 463-4440 Facsimile
Attorney for Plaintiff

By: *Demond Palmer* 3/23/2022
Deputy Clerk Date
County Courthouse
200 Lewis Avenue
Las Vegas, NV 89155

Demond Palmer



MAINOR WIRTH, LLP
6018 S. Ft. Apache Rd., Ste. 150, Las Vegas, NV 89148
Phone: (702) 464-5000 | Fax: (702) 463-4440

EXHIBIT D

EXHIBIT D

EXHIBIT D



CERTIFICATE OF *FINANCIAL* RECORDS

CUSTODIAN

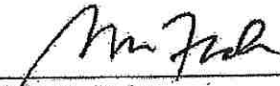
CASE # unknown

STATE OF NEVADA)
COUNTY OF CLARK) ss

NOW COMES Michelle Feder, who after first duly sworn deposes and says the following:

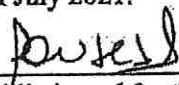
1. That the deponent is the Patient Accounts Manager and in such capacity the Custodian of Financial Records at University Medical Center of Southern Nevada.
2. That University Medical Center of Southern Nevada is licensed to do business as a hospital in the state of Nevada.
3. That on the 27TH day of JULY, 2021 the deponent received a subpoena/ or custodian of records request for financial in connection with the above entitled cause, calling for the production of records pertaining to **KORKMAZ, SERHAN**.
4. That the deponent has examined the original of those financial records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.
5. That the original of those records was made at or near the time of the acts, events, conditions, opinions or diagnoses recited therein by or from information transmitted by a person with knowledge in the course of a regularly conducted activity of the deponent or the office or institution in which the deponent is engaged.

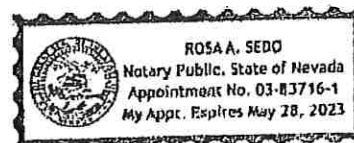
By


Michelle Feder

Title: Patient Account Manager

SUBSCRIBED AND SWORN to before me this
28th day of July 2021.


Notary Public in and for the
County of Clark and State of Nevada



University Medical Center
1800 W. Charleston Blvd. • Las Vegas, Nevada 89102 • (702) 383-2000
An Equal Opportunity (including the handicapped) - Affirmative Action Employer



University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Ph: (702) 383-2347

July 28, 2021

Serhan Korkmaz
359 VALLEGGIA DR
LAS VEGAS, NV 89138

Guarantor ID: 400011282

Visit Coverages:
Associate Risk Management - Associated Risk Management

This is not a bill. This is an itemization of your hospital services for:

Patient: Korkmaz, Serhan
Hospital Account: 18004692366

Admission Date: 03/18/20 ✓
Discharge Date: 03/20/20

Current Hospital Account Balance: 0.00

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
03/18/20	0636	90715	DIPHTH-PERTUS(ACELL)-TETANUS 2.5-8-5 LF-MCG-LF/0.5 ML SUSPENSION (49281-400-89)	1	122.97
03/18/20	0636	J0690	CEFAZOLIN PER 500 MG (44567-707-25)	4	6.14
03/18/20	0250	25000003	ETOMIDATE 2 MG/ML SOLUTION (0143-9506-01)	1	110.28
03/18/20	0636	J1644	HEPARIN (PORCINE) PER 1000 UNITS (63739-953-25)	10	8.72
03/18/20	0636	J7030	SODIUM CHLORIDE PER 500 ML (0338-0049-04)	1	11.25
03/18/20	0250	63700001	THROMBIN (BOVINE) 5,000 UNIT RECON SOLN (60793-215-05)	1	638.60
03/18/20	0636	J0330	SUCCINYLCHOLINE PER 20 MG (0409-6629-02)	5	31.92
03/18/20	0250	25000003	EPHEDRINE 50 MG/ML SOLUTION (14789-014-01)	1	316.99
03/18/20	0258	25800003	ELECTROLYTE-7.4 PARENTERAL SOLUTION (0338-0221-04)	3	643.56
03/18/20	0636	J1170	HYDROMORPHONE (PF) 1 MG/ML SOLUTION (0409-1283-31)	1	7.01
03/18/20	0250	63700001	ASPIRIN 81 MG TABLET,CHEWABLE (63739-434-01)	1	2.00
03/18/20	0636	J2270	MORPHINE (PF) 4 MG/ML SOLUTION (0641-6125-01)	1	6.24
03/18/20	0250	25000003	CALCIUM CHLORIDE 100 MG/ML (10 %) SYRINGE (0409-1631-10)	1	166.99
03/18/20	0636	J2405	ONDANSETRON PER 1 MG (0641-6078-01)	4	2.68
03/18/20	0636	J1100	DEXAMETHASONE PER 1 MG (0641-0367-25)	4	4.27
03/18/20	0636	J7120	LACTATED RINGERS PER 1000 ML (0338-0117-04)	1	11.25



Date	Rev Code	Procedure Code	Description	Qty	Amount
03/18/20	0250	25000003	LIDOCAINE-EPINEPHRINE (MPF) 1 %- 1:200,000 SOLUTION (63323-487-17)	1	99.52
03/18/20	0250	25000003	BUPIVACAINE (PF) 0.25 % (2.5 MG/ML) SOLUTION (0409-1159-02)	1	69.24
03/18/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010- 770-01)	1	11.69
03/18/20	0250	25000003	SUGAMMADEX PER VIAL (0006-5423-12)	1	1,089.86
03/18/20	0636	J1200	DIPHENHYDRAMINE PER 50 MG (72485-101- 25)	1	2.10
03/18/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904- 6773-61)	2	4.00
03/18/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665- 61)	1	7.90
03/18/20	0250	25041816	Hc Sevoflurane Per Minute	100	832.00
03/18/20	0270	27000195	DERMABOND PEN ADVANCED	1	127.41
03/18/20	0270	27000252	SPONGE SURGIFOAM AGS SZ 100	1	148.62
03/18/20	0270	27099070	MODULE PBDS PERIPHERAL VASCULAR	1	1,045.99
03/18/20	0360	36000017	Hc Or Level 3 - First 30 Mins	1	12,096.00
03/18/20	0370	37000000	Hc Anesthesia Per Minute	107	1,070.00
03/18/20	0360	36000010	Hc Or Level 3 - Add'l 15 Mins	6	32,659.20
03/18/20	0300	30082803	Hc Blood Gases	1	849.62
03/18/20	0410	41037799	Hc Unlisted Vascular Procedure	1	1,884.48
03/18/20	0270	27000108	BAG PRESSURE INFUSER 500CC	1	48.54
03/18/20	0391	39138430	HC TRANSF BLOOD OR BLOOD COMPONENTS	1	1,788.69
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84
03/18/20	0390	39009016	AP LEUK POOR RBC, ACDA AS3, IST CONTAINER	1	511.38
03/18/20	0390	39009016	LR RBC CP2D AS3	1	511.38
03/18/20	0390	39009017	THAWED AP PLASMA ACDA	1	175.43
03/18/20	0390	39009017	APH THAWED PLASMA ACDA	1	175.43
03/18/20	0270	27000176	OXISENSOR NEO/ADULT MASIMO	1	79.89
03/18/20	0300	30085610	PROTHROMBIN TIME	1	207.53
03/18/20	0300	30085730	APTT	1	355.44
03/18/20	0300	30083805	LACTIC ACID	1	403.49
03/18/20	0300	30083735	MAGNESIUM	1	315.31
03/18/20	0300	30080069	RENAL FUNCTION TEST	1	497.82
03/18/20	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
03/18/20	0390	39009016	AP LEUK POOR RBC, ACDA AS3, IST CONTAINER	1	511.38
03/18/20	0390	39009016	APH LEUK POOR RBC ACD AS1 1ST	1	511.38
03/18/20	0390	39009017	APH THAWED PLASMA ACDA	1	175.43
03/18/20	0390	39009017	LIQUID PLASMA, EXT 5 DAYS, CP2D	1	175.43
03/18/20	0920	92051798	Hc Meas, Post-void Res, Us, Non-Imaging	1	101.35
03/18/20	0208	20800000	Hc Icu Trauma Critical	1	4,785.00
03/18/20	0681	68100002	Hc Interned Trauma Response	1	15,780.00
03/18/20	0771	77190471	HC IMMUNIZATION ADMIN 1 VACCINE	1	205.24
03/18/20	0270	27000113	Hc Oxsensor Adult B2251	1	149.05
03/18/20	0300	30086900	ABO TYPE	1	122.68
03/18/20	0300	30086901	RH&TYPE	1	122.68
03/18/20	0300	30086850	ANTIBODY SCREEN - GEL TECHNIQUE	1	122.68
03/18/20	0300	30082803	Hc Blood Gases	1	849.62
03/18/20	0410	41037799	Hc Unlisted Vascular Procedure	1	1,884.48
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84



Date	Rev Code	Procedure Code	Description	Qty	Amount
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84
03/18/20	0300	30086920	IMMEIDATE SPIN CROSSMATCH	1	256.84
03/18/20	0300	30086920	IS CROSSMATCH	1	256.84
03/18/20	0270	27001023	SCD CALF STANDARD	1	100.59
03/18/20	0270	27000238	TRANSDUCER DOUBLE VAMP	1	277.47
03/18/20	0270	27000474	CATH RADIAL ARTERY 20 GA X 1-3/4IN	4	347.26
03/18/20	0270	27000299	IV BLOOD AND FLUIDS HOT LINE DISP	1	66.54
03/18/20	0450	NV00100	Hc Er 1st Hour	1	722.44
03/18/20	0450	NV00101	Hc Er Each Add'l Hour	1	327.58
03/19/20	0250	63700001	OXYCODONE 5 MG TABLET (0904-6966-61)	1	17.46
03/19/20	0250	63700001	OXYCODONE 5 MG TABLET (0904-6966-61)	1	17.46
03/19/20	0250	63700001	OXYCODONE 5 MG TABLET (0904-6966-61)	2	34.92
03/19/20	0250	63700001	DOCUSATE SODIUM 100 MG CAPSULE (0904-6455-61)	1	5.55
03/19/20	0250	63700001	DOCUSATE SODIUM 100 MG CAPSULE (0904-6455-61)	1	5.55
03/19/20	0250	63700001	POLYETHYLENE GLYCOL 3350 17 GRAM POWDER IN PACKET (0904-6422-86)	1	55.32
03/19/20	0636	J1644	HEPARIN (PORCINE) PER 1000 UNITS (63323-517-74)	25	29.07
03/19/20	0250	63700001	ASPIRIN 81 MG TABLET,CHEWABLE (63739-434-01)	1	2.00
03/19/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/19/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/19/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/19/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/19/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/19/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/19/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/19/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/19/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/19/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665-61)	1	7.90
03/19/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665-61)	1	7.90
03/19/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665-61)	1	7.90
03/19/20	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
03/19/20	0300	30083735	MAGNESIUM	1	315.31
03/19/20	0300	30080069	RENAL FUNCTION TEST	1	497.62
03/19/20	0920	92051798	Hc Meas, Post-void Res, Us, Non-imaging	1	101.35
03/19/20	0300	30080307	URINE DRUG SCREEN	1	413.42
03/19/20	0921	92193931	HC US UPPER EXT ART/BYPASS GRFT UNI	1	1,235.90
03/19/20	0921	92193923	HC US ABIS W/SEGMENTAL UPPER/LOWER	1	1,984.50
03/19/20	0300	30082550	CK - CREATINE KINASE	1	377.23
03/19/20	0434	43497165	Hc Ot Eval Low Complexity 30min	1	622.21
03/19/20	0300	30085730	ACTIVATED PARTIAL THROMBOPLASTIN	1	355.44
03/19/20	0208	20800000	Hc Icu Trauma Critical	1	4,785.00
03/20/20	0424	42497161	Hc Pt Eval Low Complex 20min	1	641.91
03/20/20	0250	63700001	OXYCODONE 5 MG TABLET (0904-6966-61)	1	17.46



Date	Rev Code	Procedure Code	Description	Qty	Amount
03/20/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665-61)	2	15.80
03/20/20	0250	63700001	ASPIRIN 81 MG TABLET,CHEWABLE (63739-434-01)	1	2.00
03/20/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/20/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/20/20	0250	63700001	METHOCARBAMOL 750 MG TABLET (70010-770-01)	1	11.69
03/20/20	0250	63700001	ACETAMINOPHEN 325 MG TABLET (0904-6773-61)	2	4.00
03/20/20	0250	63700001	OXYCODONE 5 MG TABLET (0904-6966-61)	1	17.46
03/20/20	0250	63700001	GABAPENTIN 100 MG CAPSULE (0904-6665-61)	2	15.80
03/20/20	0305	30585027	HEMOGRAM	1	241.93
03/20/20	0300	30082550	CK - CREATINE KINASE	1	377.23
03/20/20	0300	30083735	MAGNESIUM	1	315.31
03/20/20	0300	30085610	PROTHROMBIN TIME	1	207.53
03/20/20	0300	30085730	APTT	1	355.44
03/20/20	0300	30080069	RENAL FUNCTION TEST	1	497.62
03/20/20	0270	27001006	Hc Incentive Spirometer Device	1	31.84
03/20/20	0300	30036415	VENIPUNCTURE	1	79.11
Total hospital charges:					103,918.36

Hospital Payments and Adjustments

Date	Description	Amount
06/24/20	Associate Risk Management Payments	-14,442.52
07/01/20	Associate Risk Management Adjustments	-89,475.84
Total hospital payments and adjustments:		-103,918.36

****PLEASE NOTE**** BALANCE MAY NOT REFLECT PAYMENTS, ADJUSTMENTS, CREDITS OR CHARGES PENDING POSTING.



University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Ph: (702) 383-2347

July 28, 2021

Serhan Korkmaz
359 VALLEGGIA DR
LAS VEGAS, NV 89138

Guarantor ID: 400011282

Visit Coverages:
Associate Risk Management - Associated Risk Management

This is not a bill. This is an itemization of your hospital services for:

Patient: Korkmaz, Serhan
Hospital Account: 18005762723

Admission Date: 10/09/20
Discharge Date: 10/09/20

Current Hospital Account Balance: 0.00

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
10/08/20	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
10/08/20	0300	30085730	ACTIVATED PARTIAL THROMBOPLASTIN	1	355.44
10/08/20	0300	30085610	PROTHROMBIN TIME (PROTIME + INR)	1	207.53
10/08/20	0300	30080053	COMPREHENSIVE METABOLIC PANEL	1	945.94
10/08/20	0306	30610003	COVID 19 HIGH VOLUME	1	200.00
10/09/20	0636	J1200	DIPHENHYDRAMINE PER 50 MG (72485-101-25)	1	9.69
10/09/20	0636	J2250	MIDAZOLAM PER 1 MG (0409-2305-17)	2	1.91
10/09/20	0636	J3010	FENTANYL PER 0.1 MG (0409-9094-12)	1	2.09
10/09/20	0636	J2001	LIDOCAINE 1 % PER 10 MG (63323-485-27)	10	2.63
10/09/20	0636	Q9967	IOPAMIDOL PER 1 ML (0270-1315-50)	125	43.88
10/09/20	0272	27243053	HC IV PUMP SET PLAIN	1	84.14
10/09/20	0270	27000113	Hc Oxisensor Adult B2251	1	156.50
10/09/20	0272	27201769	GUIDEWIRE BENTSON NON-HEPARIN .035IN X 260CM STRGT (TSFB-35-260)	1	138.52
10/09/20	0278	27801894	SHEATH INTRO BRITE TIP 4F 11CM	1	145.88
10/09/20	0270	27000659	SYRINGE MEDRAD 150ML MARK 7	1	73.30
10/09/20	0272	27201769	GUIDEWIRE BENTSON .035IN X 150CM (ORDER MULT X 5)	1	149.56
10/09/20	0270	27000334	TRAY ANGIOGRAM	1	506.19
10/09/20	0272	27201769	GLIDEWIRE ANGLED .035 X 180CM X 3CM	1	320.05
10/09/20	0272	27201725	CATH PIGTAIL ANGIO .035 X 4F X 90CM	1	127.73
10/09/20	0278	27801894	SET MICROPUNCTURE CANNULA ACCESS STIFF 4F X 10CM (MPIS-402-10.0-SC-NT-U-SST)	1	260.03
10/09/20	0278	27801887	CATH TEMPO AQUA 4F X 125CM VERT LTX STERILE	1	348.41
10/09/20	0323	32375710	Hc Extremity Angio - Uni S&i	1	6,643.40
10/09/20	0402	40276937	Hc Us Guided Vasc Access	1	1,889.60



Date	Rev Code	Procedure Code	Description	Qty	Amount
10/09/20	0370	37099152	HC MOD SED SAME PHYS/QHP 5/>YRS	1	408.24
10/09/20	0370	37099153	Hc Mod Sed Same Phys Addtl 15mins	2	174.88
10/09/20	0361	36136225	HC ANGIO CATH PLC W SUBCLAV ART SI	1	7,393.28
Total hospital charges:					20,861.71

Hospital Payments and Adjustments

Date	Description	Amount
03/12/21	Associate Risk Management Payments	-3,251.06
04/13/21	Associate Risk Management Adjustments	-17,610.65
Total hospital payments and adjustments:		-20,861.71

****PLEASE NOTE**** BALANCE MAY NOT REFLECT PAYMENTS, ADJUSTMENTS,
CREDITS OR CHARGES PENDING POSTING.



University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Ph: (702) 383-2347

July 28, 2021

Serhan Korkmaz
359 VALLEGGIA DR
LAS VEGAS, NV 89138

Guarantor ID: 400011282

Visit Coverages:
Associate Risk Management - Associated Risk Management

This is not a bill. This is an itemization of your hospital services for:

Patient: Korkmaz, Serhan
Hospital Account: 18005874075

Admission Date: 11/13/20
Discharge Date: 11/14/20

Current Hospital Account Balance: 0.00

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
11/12/20	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
11/12/20	0300	30085730	ACTIVATED PARTIAL THROMBOPLASTIN	1	355.44
11/12/20	0300	30085610	PROTHROMBIN TIME (PROTIME + INR)	1	207.53
11/12/20	0300	30080048	BASIC METABOLIC	1	480.69
11/12/20	0300	30086900	ABO TYPE	1	122.68
11/12/20	0300	30086901	RH&TYPE	1	122.68
11/12/20	0300	30086850	ANTIBODY SCREEN - GEL TECHNIQUE	1	122.68
11/12/20	0306	30610003	COVID 19 HIGH VOLUME	1	200.00
11/13/20	0258	25800003	ELECTROLYTE-7.4 PARENTERAL SOLUTION (0338-0221-04)	1	326.77
11/13/20	0258	25800003	ELECTROLYTE-7.4 PARENTERAL SOLUTION (0338-0221-04)	1	326.77
11/13/20	0250	25000003	NEOMYCIN-POLYMYXIN B 40 MG-200,000 UNIT/ML SOLUTION (39822-1201-2)	2	353.05
11/13/20	0250	25000003	THROMBIN (BOVINE) 20,000 UNIT RECON SOLN (60793-217-20)	1	1,708.22
11/13/20	0636	J1644	HEPARIN (PORCINE) PER 1000 UNITS (63323-540-11)	15	9.90
11/13/20	0250	25000003	BACITRACIN 500 UNIT/GRAM OINTMENT 28 G TUBE (45802-060-03)	1	75.24
11/13/20	0636	J3010	FENTANYL PER 0.1 MG (0409-9094-12)	1	1.05
11/13/20	0637	63700001	ASPIRIN 81 MG TABLET,CHEWABLE (0904-6794-89)	1	2.00
11/13/20	0636	J3010	FENTANYL PER 0.1 MG (0409-9094-12)	1	1.05
11/13/20	0636	J2001	LIDOCAINE 20 MG/ML (2 %) SOLUTION (63323-495-27)	8	11.60
11/13/20	0636	J2405	ONDANSETRON PER 1 MG (23155-196-31)	4	1.08
11/13/20	0636	J2704	PROPOFOL PER 10 MG (63323-269-29)	18	7.88
11/13/20	0250	25000003	SUGAMMADEX PER VIAL (0006-5423-12)	1	1,166.55



Date	Rev Code	Procedure Code	Description	Qty	Amount
11/13/20	0636	J0690	CEFAZOLIN PER 500 MG (44587-707-25)	6	9.23
11/13/20	0636	J1200	DIPHENHYDRAMINE PER 50 MG (72485-101-25)	1	9.69
11/13/20	0636	J3010	FENTANYL PER 0.1 MG (0409-9094-12)	2	4.17
11/13/20	0636	J1100	DEXAMETHASONE PER 1 MG (0641-0367-25)	4	1.19
11/13/20	0636	J2250	MIDAZOLAM PER 1 MG (0409-2305-17)	2	1.91
11/13/20	0250	25000003	ROCURONIUM PER VIAL (0409-9558-05)	2	234.35
11/13/20	0636	J2720	PROTAMINE SULFATE PER 10 MG (63323-229-05)	2	30.12
11/13/20	0250	25000003	LABETALOL 5 MG/ML SYRINGE (0409-2339-24)	1	46.43
11/13/20	0636	J1170	HYDROMORPHONE PER 4 MG (0409-3365-11)	1	0.69
11/13/20	0636	J0690	CEFAZOLIN PER 500 MG (44587-707-25)	2	3.08
11/13/20	0636	J1650	ENOXAPARIN PER 10 MG (71288-410-82)	4	35.23
11/13/20	0637	63700001	OXYCODONE 5 MG TABLET (0406-0552-23)	2	48.81
11/13/20	0637	63700001	DOCUSATE SODIUM 100 MG CAPSULE (63739-478-10)	1	5.55
11/13/20	0637	63700001	CYCLOBENZAPRINE 5 MG TABLET (0603-3078-21)	1	5.55
11/13/20	0637	63700001	ACETAMINOPHEN 325 MG TABLET (50580-600-02)	2	4.00
11/13/20	0636	J2270	MORPHINE (PF) 4 MG/ML SOLUTION (0641-6125-01)	1	6.26
11/13/20	0636	J0690	CEFAZOLIN PER 500 MG (44587-707-25)	2	3.08
11/13/20	0762	76200001	HC OBSERVATION HOURLY	3	469.35
11/13/20	0270	27000256	Hc Sleeve Flowtron Thigh Lg K0133	1	445.81
11/13/20	0250	25041816	Hc Sevoflurane Per Minute	474	3,943.68
11/13/20	0272	27243053	HC IV PUMP SET PLAIN	1	84.14
11/13/20	0270	27000113	Hc Oxisensor Adult B2251	1	156.50
11/13/20	0270	27099070	CHLORAPREP SCRUB ORANGE 26ML	2	101.89
11/13/20	0270	27000252	SPONGE SURGIFOAM AGS SZ 100	1	155.11
11/13/20	0270	27099070	GELFOAM SPONGE SZ 60 DR NG	1	110.38
11/13/20	0270	27000255	STAPLER SKIN PROXIMA TE HEAD FIXED DISP 35 WIDE STERILE	1	53.12
11/13/20	0270	27000302	BLANKET FULL UNDERBODY MODEL BAIR	1	181.30
11/13/20	0270	27099070	MODULE PBDS PERIPHERAL VASCULAR	1	1,056.88
11/13/20	0272	27201769	SUTURE FIBERWIRE SZ 2 BLUE 38IN W/TPRD NDL	3	537.06
11/13/20	0270	27099070	TAPE MEDFIX PERF 4IN	1	58.12
11/13/20	0270	27099070	APPLIER LIGACLIP MULTI-CLIP SMALL 9-3/8IN	2	611.16
11/13/20	0270	27099070	SUTURE BACKGROUND	1	70.71
11/13/20	0270	27099070	CONNECTOR DUAL HOSE	1	65.28
11/13/20	0270	27099070	BLADE CLIPPER SURGICAL	1	85.18
11/13/20	0270	27099070	MANIFOLD 4-PORT NEPTUNE2	1	142.20
11/13/20	0270	27099070	APPLIER LIGACLIP MULTI-CLIP MED SHORT	2	613.74
11/13/20	0270	27099070	DRAPE HAND STERILE	1	51.21
11/13/20	0272	27201769	WIRE SUTURE PASSING	1	755.63
11/13/20	0272	27265394	REAMER LO-PRO 8MM STERILE	1	1,785.48
11/13/20	0270	27099070	CUFF DUAL PORT 18IN X 4 STERILE REPROCESSED (MULT X 10)	1	103.53
11/13/20	0272	27201757	CATH EMBOLECTOMY SYNTEL LF 3F X 40CM REG TIP	1	921.68
11/13/20	0270	27099070	DRAPE C-ARM FLUOROSCAN 54X78IN LF	1	59.09
11/13/20	0270	27004314	TRAY BARD ADVANCE FOLEY CATH SURESTEP COMPLETE 16F	1	114.43
11/13/20	0278	27801713	IMPLANT ACHILLES TENDON W/O BONE BLOCK	1	7,070.63
11/13/20	0278	27801713	KIT IMPLANT SYSTEM DSTL BICEPS REPAIR	1	4,556.25
11/13/20	0360	36000018	Hc Or Level 4 - First 30 Mins	1	13,828.50



Date	Rev Code	Procedure Code	Description	Qty	Amount
11/13/20	0710	71000010	Hc Asu Pacu Recovery	114	114.00
11/13/20	0370	37000000	Hc Anesthesia Per Minute	488	4,880.00
11/13/20	0360	36000011	Hc Or Level 4 - Addtl 15 Mins	31	192,907.42
11/13/20	0730	73093005	HC ECG ROUTINE TRACING	1	764.77
11/13/20	0260	26096374	Hc Ther/proph/diag Inj Iv Push	1	322.19
11/13/20	0762	NV00675	HC OBSERVATION HOURLY	2	312.90
11/14/20	0637	63700001	ACETAMINOPHEN 325 MG TABLET (50580-600-02)	2	4.00
11/14/20	0637	63700001	OXYCODONE 5 MG TABLET (0406-0552-23)	2	48.81
11/14/20	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
11/14/20	0300	30083735	MAGNESIUM	1	315.31
11/14/20	0300	30080069	RENAL FUNCTION TEST	1	497.62
11/14/20	0637	63700001	CYCLOBENZAPRINE 5 MG TABLET (50268-190-11)	1	24.91
11/14/20	0637	63700001	DOCUSATE SODIUM 100 MG CAPSULE (0904-6455-61)	1	5.55
11/14/20	0636	J1650	ENOXAPARIN PER 10 MG (71288-410-82)	4	35.23
11/14/20	0636	J2270	MORPHINE (PF) 4 MG/ML SOLUTION (0641-6125-01)	1	6.26
11/14/20	0637	63700001	ACETAMINOPHEN 325 MG TABLET (50580-600-02)	2	4.00
11/14/20	0762	76200001	HC OBSERVATION HOURLY	12	1,877.40
11/14/20	0260	26096376	HC TX/PROD/DX INJ SAME DRUG ADD ON	1	165.93
11/14/20	0260	26096372	Hc Ther/proph/diag Inj Sc/im	1	235.05
Total hospital charges:					247,307.35

Hospital Payments and Adjustments

Date	Description	Amount
01/14/21	Associate Risk Management Payments	-6,313.11
02/08/21	Associate Risk Management Adjustments	-240,994.24
Total hospital payments and adjustments:		-247,307.35

****PLEASE NOTE**** BALANCE MAY NOT REFLECT PAYMENTS, ADJUSTMENTS, CREDITS OR CHARGES PENDING POSTING.



University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Ph: (702) 383-2347

July 28, 2021

Serhan Korkmaz
359 VALLEGGIA DR
LAS VEGAS, NV 89138

Guarantor ID: 400011282

Visit Coverages:
Associate Risk Management - Associated Risk Management

This is not a bill. This is an itemization of your hospital services for:

Patient: Korkmaz, Serhan
Hospital Account: 18007290976

Admission Date: 06/04/21
Discharge Date: 06/04/21

Current Hospital Account Balance: 9,159.07

Hospital Charges

Date	Rev Code	Procedure Code	Description	Qty	Amount
06/03/21	0300	30085025	CBC WITH ELECTRONIC DIFF	1	272.89
06/03/21	0300	30080048	BASIC METABOLIC	1	480.69
06/03/21	0306	30610003	COVID 19 HIGH VOLUME	1	150.00
06/03/21	0306	30610005	COVID&19&RAPID&TESTING	1	50.00
06/04/21	0258	25800003	ELECTROLYTE-7.4 PARENTERAL SOLUTION (0338-0221-04)	1	348.10
06/04/21	0258	25800003	ELECTROLYTE-7.4 PARENTERAL SOLUTION (0338-0221-04)	1	348.10
06/04/21	0250	25000003	SODIUM CHLORIDE 0.9 % 0.9 % SOLUTION (0409-7138-09)	1	220.16
06/04/21	0636	J0702	BETAMETHASONE ACET & SOD PHOS PER 4 MG (0517-0720-01)	5	123.94
06/04/21	0636	J2001	LIDOCAINE 1 % PER 10 MG (0143-9595-25)	5	3.12
06/04/21	0636	J2405	ONDANSETRON PER 1 MG (23155-196-31)	4	1.08
06/04/21	0636	J2704	PROPOFOL PER 10 MG (63323-269-29)	15	7.88
06/04/21	0250	25000003	BUPIVACAINE HCL 0.25 % (2.5 MG/ML) SOLUTION (0409-1160-01)	1	39.83
06/04/21	0250	25000003	SUGAMMADEX PER VIAL (0006-5423-12)	1	1,208.53
06/04/21	0636	J0690	CEFAZOLIN PER 500 MG (44567-707-25)	4	6.17
06/04/21	0636	J3010	FENTANYL PER 0.1 MG (0409-9094-12)	1	2.10
06/04/21	0636	J1100	DEXAMETHASONE PER 1 MG (0641-6145-01)	4	1.11
06/04/21	0636	J2001	LIDOCAINE PER 10 MG (0409-4277-01)	2	0.27
06/04/21	0250	25000003	BUPIVACAINE-EPINEPHRINE 0.25 %-1:200,000 SOLUTION (0409-9043-01)	1	90.96
06/04/21	0250	25000003	ROCURONIUM PER VIAL (0409-9558-05)	1	116.62
06/04/21	0270	27001023	Hc Sleeve Scd Vasopress Dvt Calf Standard	1	106.00
06/04/21	0250	25041816	Hc Sevoflurane Per Minute	94	782.08
06/04/21	0270	27000113	Hc Oxisensor Adult B2251	1	157.00
06/04/21	0270	2701001	CHLORAPREP SCRUB ORANGE 26ML	1	59.69



Date	Rev Code	Procedure Code	Description	Qty	Amount
06/04/21	0270	27099070	MODULE PBDS LOWER EXTREMITY	1	944.80
06/04/21	0270	27099070	MANIFOLD PORT SINGLE NEPTUNE2	1	90.76
06/04/21	0278	27808699	PROTECTOR NERVE AXOGUARD 7MM X 40MM	1	10,222.50
06/04/21	0278	27808699	PROTECTOR NERVE AXOGUARD 10MM X 40MM	1	10,222.50
06/04/21	0360	36000017	Hc Or Level 3 - First 30 Mins	1	12,096.00
06/04/21	0710	71000010	Hc Asu Pacu Recovery	42	42.00
06/04/21	0370	37000000	Hc Anesthesia Per Minute	108	1,080.00
06/04/21	0360	36000010	Hc Or Level 3 - Addtl 15 Mins	6	32,659.20
06/04/21	0310	31088304	Hc Gross/micro Level Iii	1	335.95

Total hospital charges:

72,270.03

Hospital Payments and Adjustments

Date	Description	Amount
06/29/21	Associate Risk Management Adjustments	-63,110.96

Total hospital payments and adjustments:

-63,110.96

****PLEASE NOTE**** BALANCE MAY NOT REFLECT PAYMENTS, ADJUSTMENTS, CREDITS OR CHARGES PENDING POSTING.

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Korkmaz

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mainor Wirth

DEFENDANTS

DeWalt Industrial Tool Company, Inc., et al

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
US 1333Brief description of cause:
Personal Injury Action**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

April 18, 2022

/s/ David Barron

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE